

ARTICLE 17
BENEFITS

Section 1. Insurance Benefits.

- A. Through December 31, 2005, the University will continue to provide bargaining unit faculty with insurance benefits consisting of the group medical, pharmacy, dental, vision, life, and long- and short-term disability plans under the benefits structure and with the employee premiums,

contributions, co-pays and deductibles that were in place on January 1, 2005.

- B. From January 1, 2006 through December 31, 2007, the University will provide bargaining unit faculty with insurance benefits consisting of the group medical, pharmacy, dental, vision, life, and long- and short-term disability plans, premiums, contributions, co-pays and deductibles as are provided to all other employees of the University and subject to the same terms and conditions. A description of these insurance benefits is set forth in the summary plan description attached to this Agreement (Attachment #1). The actual plan document is written in much more technical and precise language. If the non-technical language of the attached summary plan description and the technical language of the plan document conflict, the language of the plan document shall govern. From January 1, 2008 through December 31, 2009 the University shall continue substantially equivalent substantive coverage as was effective from January 1, 2006 through December 31, 2007. To the extent either party seeks changes which are substantially equivalent substantively or seeks to change vendors, the parties shall negotiate these changes prior to implementation.
- C. Each bargaining unit faculty member employed as a member of the bargaining unit as of January 1, 2006, shall receive an increase of 1.2% to base salary to offset medical costs. Further, effective January 1, 2006, additional dollars will also be added to each bargaining unit faculty member's base salary which is additional compensation designed to further offset medical costs, provide wellness alternatives and/or implement health management initiatives per the following schedule:
1. Employee Coverage only: \$425 irrespective of salary
 2. Employee/Spouse or Children: \$900 for less than or equal to \$35,000 OR \$525 for > \$35,000
 3. Family Coverage: \$1,125 for less than or equal to \$35,000 OR \$675 for > \$35,000.
- D. Effective January 1, 2006 through December 31, 2007, bargaining unit faculty will be responsible through payroll deduction to pay on an aggregate basis with all other employees of the University approximately 15% of the premium/premium equivalent cost of the University group medical and pharmacy benefits coverage which the bargaining unit faculty member and other employees elect based on the structure in this section. In that regard, for each calendar year, 2006 and 2007, the bargaining unit faculty member premium contribution requirement will be structured as follows:

1. HMO (employee only coverage) – 1.2% of the bargaining unit member's salary.
2. PPO (employee only coverage) – 1.5% of the bargaining unit member's salary.
3. HMO (employee plus spouse or employee plus child/children coverage) – the salary contribution selected in D(1) above and an additional \$600 per year.
4. HMO (employee plus family coverage) – the salary contribution selected in D(1) above and an additional \$900 per year.
5. PPO (employee plus spouse or employee plus child/children coverage) - the salary contribution selected in D(2) above and an additional \$750 per year.
6. PPO (employee plus family coverage) - the salary contribution selected in D(2) above and an additional \$1,125 per year.

Bargaining unit faculty electing the Traditional Indemnity Medical Plan (TI) shall pay the difference between the University's cost of the TI plan and the PPO plan plus an amount equal to the member's monthly premium contribution for the PPO plan.

Any future changes in the overall dollar amount of required bargaining unit faculty member contributions, due to corresponding changes in group medical and pharmacy benefit plan premium rates which occur after 12/31/07, will be applied to the bargaining unit faculty member's cost on a proportionate basis to the above structure; that is 15% of any increase will be the responsibility of the bargaining unit employees. Notwithstanding the foregoing, the bargaining unit's aggregate maximum additional increase shall not exceed the across-the-board increase attributable to the bargaining unit as a whole. To the extent that adjustments to bargaining unit faculty's increases must be made to comply with the foregoing limitation, those adjustments shall be made by the Akron-AAUP and timely provided to the University and to the bargaining unit faculty.

- E. No bargaining unit faculty member may opt out of medical and pharmacy insurance coverage without written documentation of having coverage under a medical insurance plan elsewhere.
- F. The parties agree to confer regarding the development of a University-wide benefits committee comprised of representatives from all constituencies of the University. If the parties are unable to reach agreement, the status quo shall continue regarding bargaining benefits.

Section 2. Leaves of Absence.

A. Sick leave.

1. General policy.

- a. The University shall provide paid sick leave to all bargaining unit faculty, as outlined below.
- b. Paid sick leave is defined as the authorized absence from duties for the following reasons:
 - (i) Personal illness, pregnancy, or injury (if the illness or injury is for more than five (5) days, the Department of Benefits Administration may require a physician's certificate).
 - (ii) Exposure to contagious disease which could be communicated to other members of the University family.
 - (iii) Illness or injury in the individual's immediate family (as defined below).
 - (iv) Death (to a maximum of five days) in the individual's immediate family (as defined below).
 - (v) Medical, psychological, dental, or optical examination or treatment of the employee or a member of his or her immediate family (as defined below).

c. Definitions.

- (i) Immediate Family: The employee's immediate family is limited to the employee's current spouse, parents, children, grandparents, siblings, grandchildren, current brother-in-law, current sister-in-law, current daughter-in-law, current son-in-law, current mother-in-law, current father-in-law, step-parents, step-children, step-siblings or a legal guardian or other person who under Ohio law is legally recognized to stand in the place of the parent.

- (ii) Pay Status: Active pay status means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, leave with pay, bereavement leave, court leave, professional development leave and administrative leave. No pay status means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

2. Accrual of sick leave credit.

- a. Sick leave is accrued at the rate of 10 hours per month for all twelve months of the year, or as otherwise provided by law.
- b. Only accrued sick leave hours can be requested for authorized paid absences.
- c. There is no accumulation of sick leave benefits while on leave of absence without compensation.
- d. Sick leave accrual shall accumulate without limit, from the date of hire.

3. Procedure governing utilization of sick leave.

- a. Sick leave must be requested as far in advance when possible. If advance notice is not possible, then it must be requested by the employee or employee's legal representative by notifying the department head as soon as is practicable, presumably on or before the first day of absence, unless extenuating circumstance exist.
- b. The University reserves the right to require a physician's certification or other verification in all instances of paid sick leave, and also reserves the right to obtain a second certification from a physician of the University's choice, and at the University's expense. When such certification or verification is required, it shall be collected by the Department of Benefits Administration for audit and retention.
- c. For twelve-month bargaining unit faculty, a continuous period of sick leave commences with the first day, or part of a day, of an absence and includes all subsequent days, or part of a day, except Saturdays, Sundays, and holidays

observed by the University, until the employee returns to work. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.

- d. For academic year (9-month) bargaining unit faculty, a continuous period of sick leave commences with the first day of an absence and includes all days classes are in session during the academic year or summer session except Saturdays, Sundays, and holidays observed by the University. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.
- e. Bargaining unit faculty shall comply with the sick leave reporting system as established by the University's Department of Benefits Administration.
- f. In all cases of leave for illness or injury, the University may require written certification by a physician attesting to an employee's fitness to return to work, and reserves the right to obtain a second certification from a physician of the University's choice and at the University's expense.
- g. Paid sick leave will be charged when used.
- h. When sick leave is used, it will be deducted from the employee's accumulated total, one hour for each hour thereof of absence.

4. Transfer of sick leave.

A bargaining unit faculty member who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one state department to another shall, upon reentering and submitting certified evidence of accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten years. The words "public agency," as used above, include the state, counties, municipalities, and all boards of

education within the state of Ohio. The amount of sick leave transferred to state service shall not be greater than the maximum accumulation which would have been allowed if all public employment had been in the state service.

5. Payment of sick leave upon retirement.

- a. Upon retiring from active service with the University after ten or more years of service with the State or any of its political subdivisions, a bargaining unit faculty member may elect to be paid for one-fourth of the accrued but unused sick leave credit up to a maximum of one-fourth of one hundred twenty days. This payment will be based upon the bargaining unit faculty member's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.
- b. At the election of the bargaining unit member, such payment will be made upon retirement in a lump sum or in up to three annual installments. If made in one lump sum, payment is made in one paycheck at the end of the month in which the retirement is effective.

6. Any unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including dismissal. Subject to the Family and Medical Leave Act (FMLA), monthly or annual absences greater than the number of hours or days accrued may be considered excessive, except in instances due to extended illness or injury.

7. Vacation leave may not be converted to sick leave unless the employee or a member of the employee's immediate family is admitted to or treated in a hospital or is under the treatment of a licensed physician and is not released to work. Written verification is required. Only those hours/days medically certified may be converted to sick leave.

8. Sick leave shall not be paid upon the death of an active employee.

B. Vacation.

1. Academic Year Bargaining Unit Faculty.

Bargaining unit faculty on an academic year (9-month) appointment shall not be eligible for vacation. Such members shall be eligible for

all academic recesses, breaks, and holidays as scheduled during the academic year.

2. 12-month Bargaining Unit Faculty.

Bargaining unit faculty on a full time twelve-month appointment (effective July 1) have 22 working days (176 hours) of vacation as arranged with their dean or administrative supervisor.

Vacation is accrued at the rate of 1.833 days (14.67 hours) for each calendar month of active pay status, excluding leaves without compensation. Vacation days shall include Monday through Friday, exclusive of holidays.

Bargaining unit faculty are expected to use their accrued vacation annually. Any accrued and unused vacation leave credit for prior years, up to a maximum of 44 days (352 hours), may be carried forward to the following year. Any accrued and unused vacation in excess of 44 days (352 hours) shall be forfeited on June 30 of each year.

To minimize interruption of services, all vacation leave must be approved by the appropriate dean or administrative department director. The use of vacation leave may be authorized in advance of accrual upon approval of the appropriate dean or administrative department director, and with final approval of the President or appropriate Vice President. Upon separation from service, the bargaining unit member's final pay check shall be reduced by the amount of used, but not accrued, vacation leave.

If a bargaining unit member's employment basis is changed from 12-month to 9-month, any accrued but unused vacation time shall be paid to the bargaining unit faculty member in a lump sum based on the 12-month rate of compensation on the effective date of the change up to a maximum of 22 days.

Upon separation of service, payment for accrued and unused vacation leave shall be made to the bargaining unit faculty member in a lump sum based on the rate of compensation at separation for any accrued but unused vacation leave up to a maximum of 22 days.

For purposes of calculating the lump-sum payment upon (1) 12 to 9 month employment status change or (2) separation, 22 working days shall be equal to 1/12 of the annual salary of the bargaining unit member.

If a bargaining unit faculty member dies during active pay status, the accrued and unused vacation leave for the current year, plus any accrued and unused vacation leave shall be paid in accordance with section 2113.04 of the Ohio Revised Code up to a maximum of 22 days.

C. Family and Medical Leave.

Under the Family and Medical Leave Act of 1993 ("FMLA"), up to 12 weeks of leave without pay during any 12 month period are provided to eligible bargaining unit faculty for certain family and medical reasons. Bargaining unit faculty are eligible if they have been employed by the University for at least twelve (12) months, this twelve (12) month period need not be consecutive, and for 1,250 hours (.6 fte) over the previous applicable period. FMLA leave without pay will be granted for any of the following reasons:

1. The birth of a child or placement of a child with the bargaining unit faculty member for adoption or foster care;
2. A serious health condition of the bargaining unit faculty member that renders him or her unable to perform his/her job functions; or
3. In order to care for a bargaining unit member's child, spouse, or parent who has a serious health condition.

Paid vacation leave or sick leave may, at the employee's option, be substituted for FMLA leave.

If the bargaining unit faculty member fails to provide at least 30 days advance notice when the leave is clearly foreseeable leave may be delayed until at least thirty (30) days after the date the employee provides notice to the employer. If the bargaining unit faculty member fails to provide a medical certification to support a request for leave because of a serious health condition (including requested second opinions at the University's expense), leave may be delayed until certification is provided. If the employee never produces certification then the leave is not FMLA leave.

Group health benefits will be continued for the duration of an FMLA leave. Upon return, a bargaining unit faculty member will be restored to his or her original or an equivalent position with equivalent pay, benefits and other employment terms.

A "rolling" twelve-month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the "twelve-

month period" in which the twelve weeks of FMLA leave entitlement occurs.

Family and Medical Leave may be used on a continuous basis. It may also be used on an intermittent basis, or as a reduced work schedule as provided by law. Application for FMLA is made to the office of Benefits Administration; and approval of the request made by the office of Benefits Administration.

Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to bargaining unit faculty beyond those provided by the provisions of the FMLA or applicable law of the state of Ohio. For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA shall be followed when necessary to ensure compliance with the law.

D. Court Leave.

1. Except as otherwise provided by law, employees will be granted leave with pay if:
 - a. Summoned for jury duty by a court of competent jurisdiction,
 - b. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by the law to compel the attendance of witnesses, where the employee is not a party to the action, or
 - c. Participating in any action, as an appellant or subpoenaed witness, before the state personnel board of review and is in active pay status at the time of scheduled hearing before the board.

When utilizing court leave, a copy of the summons or subpoena must be forwarded to human resources for retention in the employee's personnel file. The "notes" area of the time record should indicate "lwp-court leave".

2. An employee who is appearing before a court or other legally constituted body in a matter in which the employee is a party, such as but not limited to a plaintiff or defendant, may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce or custody proceedings, or appearing as directed as a parent or guardian of a juvenile.
3. Proof of appearance will be required.

4. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, and for which the employee was paid by the University, shall be remitted by the University employee to the payroll office.

E. Disability Leave.

A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the bargaining unit faculty member has exhausted all accrued sick leave. The bargaining unit faculty member must exhaust all paid leave before going on unpaid disability leave. A bargaining unit faculty member whose absence due to illness or injury exceeds all paid leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six (6) months for a total of one (1) year. During the period of disability leave, the University will not pay salary or wages nor contribute toward retirement benefits nor provide for the accumulation of sick leave or vacation leave, but will provide all other employment benefits that the employee elects during an enrollment period, or subsequent qualifying event, subject to the applicable employee's timely contributions in providing the same.

A bargaining unit faculty member shall receive and otherwise participate in all employment benefits except retirement while on unpaid disability leave. Upon return from disability leave, the bargaining unit faculty member will be reinstated to his or her position or a comparable position (with the same tenure status and rank) with equivalent pay and benefits, including any increases of salary not related to merit and comprehensive changes in benefits.

F. Military Leave.

The University will comply with all current state and federal laws regarding bargaining unit faculty who either enlist or are drafted into the uniformed or armed forces of the United States. Certain of those provisions, include 38 U.S.C. Chapter 43, O.R.C. §§ 5903.01-5903.02, 5923.05 and O.A.C. 123:1-34-01-05, and provide in part as follows.

1. A bargaining unit faculty member who performs reserve duty is entitled to leave of absence from the member's positions without loss of pay for the time the member is performing service in the uniformed services, for periods of up to one month, and thereafter if called to active duty will be paid each month an amount that equals the difference between the member's gross monthly wage or salary as a University employee and the sum of the member's gross uniformed pay and allowances received for that service.

2. A bargaining unit faculty member who is called to active duty or active duty training in the uniformed or armed services shall have the right to continue all or part of existing health and dental insurance benefits (including dependent coverage) on the same terms as if the bargaining unit faculty member were working fulltime in the bargaining unit. In addition, such activation shall be considered a "qualifying event" for purposes of being able to modify benefits coverage.

G. Adoptive and Foster Parent Leave.

Upon the adoption of a child or arrival of a foster child, a bargaining unit faculty member who is on active pay status is entitled to twenty (20) working days of paid leave which will not be taken from sick days, but counted as part of FMLA leave.

H. Maternity Leave.

Upon delivery, a pregnant bargaining unit faculty member who is on active pay status is granted twenty (20) working days of paid Maternity Leave not taken from sick days. In addition to the paid maternity leave, such bargaining unit faculty member who is physically unable to perform her duties may elect to request either:

1. Paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability, or
2. FMLA leave if a pre- or post- delivery bargaining unit faculty member wishes to be absent from work for a period of time longer than the period of actual physical disability.

Use of Maternity Leave shall count as part of the twelve (12) week FMLA leave.

I. Paternity Leave.

A bargaining unit faculty member who is on active pay status upon a pregnant spouse's delivery is granted, within 180 days of the delivery, twenty (20) working days of paid Paternity Leave which will not be taken from sick days, but counted as part of FMLA leave.

J. Special or Emergency Leave.

The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement. Such leaves may be requested by a

bargaining unit faculty member and granted if supported by the department or unit head, dean or Library Administrator, and Provost and approved by the Board of Trustees. The terms and conditions of such leaves shall be mutually approved by the bargaining unit faculty member and the Administration.

Section 3. Child Day Care.

Bargaining unit faculty covered by this agreement may be provided Full-Day Pre-School, Toddler Full-Day and/or Hourly/Flextime Pre-School services at The University of Akron's Center for Child Development as long as the University maintains the program, and at tuition rates equal to the University's cost for the same. This benefit can be provided only as space is available and on a first come basis.

Bargaining unit faculty utilizing the Center's services shall be responsible for all other fees as incurred.

Section 4. Retirement Plans.

- A. State Teachers Retirement System of Ohio (STRS). All bargaining unit faculty covered by this Agreement shall have the option based on their date of hire and eligibility as determined by STRS to participate in one of the State Teachers Retirement System (STRS) plans – currently a defined benefit plan, a defined contribution plan or a combination plan. Employee and employer rates of contribution to the plan are set by the STRS Board.
- B. Alternative Retirement Plan (ARP). The University of Akron shall continue to offer the Alternative Retirement Plan (ARP) implemented March 1, 1999, to bargaining unit faculty who are eligible under state law to participate in such a plan. The terms of this defined contribution plan are currently spelled out in a plan document approved by the Ohio Attorney General.
- C. Tax-Sheltered Annuities- Section 403 (b). Bargaining unit faculty covered by this Agreement shall have the option to purchase through payroll deduction supplemental retirement benefits through a Tax-Sheltered Annuity (TSA) program as authorized by Section 403 (b) of the Internal Revenue Code.
- D. Ohio Public Employees Deferred Compensation Plan (OPEDCP) - 457 Plan. Bargaining unit faculty covered by this Agreement shall have the option to participate through payroll deduction in the Ohio Public Employees Deferred Compensation Plan or other 457 plans offered by annuity providers.

Section 5. Tuition & Fee Reduction.

A. Fee reductions for bargaining unit faculty include:

1. Credit courses.

Any University bargaining unit faculty member shall be permitted to take two credit courses or six credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four credit courses during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four credit courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses.

Any bargaining unit faculty member shall be permitted to take two non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect his or her eligibility for credit fee reduction enrollment.

Some courses are not available for students using non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a University of Akron designation assigned) on a first-come, first serve basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

3. General provisions.

a. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.

- b. The requirements of residence in Ohio for one year before the first day of any term or semester to be exempt from nonresident tuition charges shall be waived for employees who are entitled to the fee reduction.
 - c. Eligibility for fee reductions for employees or relatives is determined by employment status on the first day of the course.
 - d. An individual may receive fee reductions under only one eligibility category (e.g., bargaining unit member, spouse or dependent) during any one academic period.
 - e. Eligibility for other authorized fee credits is determined independently from the individual's status as a University of Akron employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the university's fee reduction.
 - f. Bargaining unit employees with nine-month appointments are eligible for fee reductions during the summer if reappointed for the following academic year.
4. Fee reductions for the instructional fees, or an amount equivalent to the graduate level credit fees for Ohio residents, or an amount equivalent to the School of Law credit hour fees for Ohio residents shall be deducted from total fee charges for the following groups (general fees, course fees, and other special fees not being affected):
- a. Spouses and dependents (as "dependents" are defined by current rules and dependency tests of the Internal Revenue Service) of bargaining unit faculty.
 - b. Spouses of all bargaining unit faculty while one or both are in the service of the University of Akron. Spouses of bargaining unit faculty who are also employees may elect to receive fee reductions as an employee or a spouse.
 - c. Spouses and "dependents" of deceased bargaining unit faculty who were serving the University of Akron at the time of death.
 - d. Spouses and "dependents" of all retired full-time University faculty.

- e. For purposes of fee reductions, "spouses" refer to individuals who have contracted the legal status of a marital relationship through religious or civil solemnized marriages and complied with all the statutory requirements pursuant to applicable law; and shall not include common law marriages which may be otherwise recognized under Ohio law or other relationships between persons not legally capable of making a marriage contract under Ohio law.
- f. Fee reductions may be taxable income to the bargaining unit member.

B. Educational assistance program (Internal Revenue Code section 127).

It is the intent of the University to seek to provide this educational assistance program, the benefit of which shall be to seek to exclude all assistance provided hereunder from an employee's income to the extent allowable under Internal Revenue Code section 127. This fee reduction educational assistance program shall extend to bargaining unit employees taking courses at the University of Akron. Eligibility accrues from employment as of the first day of the semester.

1. Credit courses.

Any bargaining unit faculty member shall be permitted to take two credit courses or six credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four credit courses during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four credit courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses.

Any bargaining unit faculty member shall be permitted to take two non-credit courses per semester (i.e., combined summer, fall,

spring), which shall not affect his or her eligibility for credit fee reduction enrollment.

Some courses are not available for students using non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a university of Akron designation assigned) on a first-come, first serve basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

3. General provisions.

- a. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.
- b. The requirements of residence in Ohio for one year before the first day of any term of semester to be exempt from nonresident tuition charges shall be waived for employees who are entitled to the fee reduction.
- c. Eligibility for fee reductions for employees or relatives is determined by employment status on the first day of the course.
- d. An individual may receive fee reductions under only one eligibility category (e.g., bargaining unit member, spouse or dependent) during any one academic period.
- e. Eligibility for other authorized fee credits is determined independently from the individual's status as a university of Akron employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the university's fee reduction.
- f. Bargaining unit employees with nine-month appointments are eligible for fee reductions during the summer if reappointed for the following academic year.

Section 6. Other Benefits.

During the term of this Agreement, all bargaining unit faculty covered by this Agreement shall receive:

- A. University faculty identification card.
- B. Extended circulation period and other instructional support services in the University libraries.
- C. Half price admission to all University athletic events and special rates for cultural events.
- D. Use of the Student Recreation and Wellness Center pursuant to the following rate structure:

Individual membership

Couple membership

\$110 per semester

\$210 per semester

\$100 per summer

\$190 per summer

\$225 per year

\$390 per year

- E. University discounts on merchandise purchased through The University bookstore, provided said discounts are made available by the provider.
- F. University discounts on merchandise purchased through Computer Solutions, provided said discounts are made available by the provider.
- G. For bargaining unit faculty with an academic year appointment, the option to elect to be paid on a nine (9) or twelve (12) month basis, but group insurance contributions will be made on a nine (9) month basis.
- H. Free notary public service.